

EXHIBIT A

FILED

15 JUL 16 AM 11:12

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 15-2-17125-9 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

DAVID BETZ, a married individual,

Plaintiffs,

v.

JULIE DALESSIO, an individual;
KEYCORP, INC., an Ohio corporation;
and KEYBANK NATIONAL
ASSOCIATION, a Washington business,

Defendants.

NO.

COMPLAINT FOR QUIET TITLE /
ADVERSE POSSESSION, TRESPASS
VIOLATION OF RCW 4.24.630,
VIOLATION OF RCW 7.40.030,
DECLARATORY JUDGMENT AND
INJUNCTIVE RELIEF

COMES NOW Plaintiff, David Betz, a married person as his separate estate (hereinafter "Betz"), by and through his attorneys of record, Impact Law Group PLLC, and by way of cause of action against the above-captioned Defendants, Julie Dalessio (hereinafter "Dalessio"), KeyCorp, Inc., an Ohio corporation (hereinafter "KeyCorp"), and KeyBank National Association, a Washington business (hereinafter "KeyBank"), states and alleges as follows:

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COMPLAINT FOR QUIET TITLE / ADVERSE
POSSESSION, TRESPASS, VIOLATION OF RCW
4.24.630, VIOLATION OF RCW 7.40.030,
DECLARATORY JUDGMENT AND INJUNCTIVE
RELIEF - 1

IMPACT LAW GROUP PLLC
1325 FOURTH AVENUE, SUITE 1400
SEATTLE, WASHINGTON 98101
(206) 792-5230 • (206) 452-0655 FAX

I. PARTIES

1.1 Betz is a married individual residing in King County, Washington, and the owner the real property commonly known as 1106 29th Avenue, Seattle, Washington 98122 (the "Betz Property").

1.2 Dalessio is an individual residing in King County, Washington, and the owner the real property commonly known as 1110 29th Avenue, Seattle, Washington 98122 (the "Dalessio Property").

1.3 Defendant KeyCorp is an Ohio corporation that maintains its principal place of business at 127 Public Square, Cleveland, Ohio 44114.

1.4 Defendant KeyBank is a wholly-owned banking subsidiary of Defendant KeyCorp doing business in King County, Washington.

II. FACTS

2.1 Betz and Dalessio own adjacent parcels of real property in King County, Washington.

2.2 The Betz Property is legally described as follows:

The West 50 Feet of Lot 12, Block 6, Young's Addition to the City of Seattle, according to the Plat thereof, recorded in Volume 2 of Plats, Page 23, in King County, Washington.

Situate in the City of Seattle, County of King, State of Washington.

2.3 The Dalessio Property is legally described as follows:

Lot 13, Block 6, Young's Addition to the City of Seattle, according to the Plat thereof, recorded in Volume 2 of Plats, Page 23, in King County, Washington.

Situate in the City of Seattle, County of King, State of Washington.

1 2.4 The Betz Property and the Dalessio Property share a common title
2 boundary line, which is generally the northerly boundary of the Betz Property and the
3 southerly boundary of the Dalessio Property (the "Common Boundary").

4 2.5 The Common Boundary is established by an approximately 4 foot high
5 retaining wall separating the Betz Property and the Dalessio Property, which has been
6 in place for more than 10 years. The parties and their predecessors in interest have
7 long recognized the retaining wall as the Common Boundary between their two
8 properties.

9 2.6 The Betz Property shares an easterly common title boundary line with
10 an adjacent property, which is generally the easterly boundary of the Betz Property and
11 the westerly boundary of the adjacent property. That boundary line is established by a
12 chain link fence constructed on the adjacent property and wooden fencing lining the
13 chain link fence on the side of the Betz Property, both of which have been in place for
14 more than 10 years.

15 2.7 On or about May 3, 2015, Dalessio trespassed upon the Betz Property to
16 erect makeshift fences on the Betz Property and placed other barriers / debris on the
17 Betz Property in an attempt to establish the Common Boundary at approximately 3-4
18 feet into the Betz Property.

19 2.8 On May 7, 2015, Betz objected to Dalessio's invasion into the Betz
20 Property and, on May 11, 2015, Dalessio responded by claiming that the Common
21 Boundary was "imaginary" and that she and her contractors planned to continue to
22 trespass on the Betz Property, stating in pertinent part as follows:

1 ...it seems that you have imagined some "established boundary line"
 2 between our properties that is not in line with the existing chain-link
 3 fence and paved driveway (both >50 years old) on the south side of my
 house....

4 ...also, thursday, may 14, i have scheduled some window contractors
 5 who will be working on the side of my house. they might have to set up
 6 a ladder, and they might possibly have to step across the imaginary
 property line....

7 2.9. On or about May 15, 2015, Dalessio again trespassed upon the Betz
 8 Property to string a line that further encroached upon the Betz Property in an attempt to
 9 establish the Common Boundary at another additional approximately 1 foot into the
 10 Betz Property.

11 2.10 On or about May 19, 2015, Dalessio began to tear down the chain link
 12 and wood fences that established the easterly common title boundary line between the
 13 Betz Property and the adjacent property to the east of the Betz Property. Dalessio has
 14 since strung chicken wire fencing and placed bricks on the easterly boundary line of the
 15 Betz property in an attempt to commandeer more property from Betz, which Betz and
 16 his predecessors in interest have owned and maintained for more than 10 years.

17 2.11 Without Betz's permission and with full knowledge of the parties'
 18 dispute regarding the Common Boundary and the easterly boundary of the Betz
 19 Property (the "Disputed Areas"), Dalessio has torn down fences and erected new fences
 20 and barriers / debris that encroach upon the Betz Property in an effort to wrongfully
 21 exclude Betz from and commandeer the Betz Property. Dalessio has unlawfully
 22 engaged in self-help.

23 2.12 For a period of more than 10 years, Betz and his predecessors in interest
 24 have owned and maintained the Disputed Areas and Dalessio and her predecessors in

1 interest have not asked for or obtained authorization to maintain or use the Disputed
2 Areas, or claimed any ownership interest in the Disputed Areas. Betz will establish the
3 legal description for the Disputed Areas at trial.

4 2.13 Upon information and belief, KeyCorp and KeyBank hold an interest in
5 the Dalessio Property through a recorded Deed of Trust, King County Recorder's
6 Office No. 20131220000409.

7 **III. JURISDICTION AND VENUE**

8 3.1 This Court has jurisdiction over the parties and subject matter of this
9 lawsuit because the acts and transgressions giving rise to the parties' dispute occurred
10 within King County, Washington, and the real property at issue in this lawsuit is
11 located in King County, Washington.

12 3.2 Venue is proper with this Court because this lawsuit involves residents
13 of King County, Washington, involves acts that occurred in King County, Washington,
14 and the real property at issue in this lawsuit is located in King County, Washington.

15 **IV. CAUSES OF ACTION**

16 **A. Claim for Quiet Title / Adverse Possession.**

17 4.1 Betz re-alleges and incorporates by reference paragraphs 1.1 through
18 3.2, above, as though fully set forth herein.

19 4.2 Dalessio has installed fences and other barriers / debris that encroach
20 into the Betz Property in an attempt to wrongfully exclude Betz from and to
21 commandeer large portions of the Betz Property.

22 4.3 For a period of more than 10 years, Betz and his predecessors in interest
23 have owned and maintained the Betz Property and the Disputed Areas, and Dalessio
24

1 and her predecessors in interest have not asked for or obtained authorization to
2 maintain or use the Disputed Areas.

3 4.4 Dalessio and her predecessors in interest have never claimed any
4 ownership or possessory interest in the Betz Property or the Disputed Areas for more
5 than 10 years.

6 4.5 Betz and his predecessors in interest have exclusively used and
7 maintained the Disputed Areas in an actual and uninterrupted, open and notorious, and
8 hostile manner for more than 10 years.

9 4.6 Pursuant to RCW 7.28 *et seq.* and RCW 7.24 *et seq.*, Betz is entitled to be
10 adjudged or decreed as the owner of the entire Disputed Areas free from all claims of
11 Dalessio or any person claiming through Dalessio.

12 **B. Claim for Trespass.**

13 4.7 Betz re-alleges and incorporates by reference paragraphs 1.1 through
14 4.6, above, as though fully set forth herein.

15 4.8 On numerous occasions, Dalessio or persons acting under her direction
16 and control have entered on the Betz Property and the Disputed Areas without
17 permission.

18 4.9 Upon information and belief, Dalessio will continue to erect more
19 fencing or additional barriers / debris on the Betz Property, destroy improvements
20 made by Betz within the Disputed Areas, or otherwise attempt to interfere with Betz's
21 use of that portion of the real property.

22 4.10 As a result of any trespass and/or interference by Dalessio, Betz has
23 been and will be damaged in amounts to be proven at trial.

1 **C. Claim for Violation of RCW 4.24.630.**

2 4.11 Betz re-alleges and incorporates by reference paragraphs 1.1 through
3 4.10, above, as though fully set forth herein.

4 4.12 Dalessio is not authorized to enter the Betz Property or the Disputed
5 Areas without permission.

6 4.13 Dalessio wrongfully entered the Betz Property and committed waste,
7 injury and damage to the property and its improvements.

8 4.14 As a result of the conduct of Dalessio, Betz has been damaged in
9 amounts to be proven at trial.

10 **D. Claim for Violation of RCW 7.40.030.**

11 4.15 Betz re-alleges and incorporates by reference paragraphs 1.1 through
12 4.14, above, as though fully set forth herein.

13 4.16 Dalessio has torn down old fences on the Betz Property and erected new
14 fences and barriers / debris, in the wrong locations, intending to spite, injure or annoy
15 Betz.

16 4.17 Accordingly, Betz is entitled to a mandatory injunction to compel the
17 abatement of the new fences and barriers installed by Dalessio on the Betz Property and
18 Disputed Areas.

19 **E. Claim for Declaratory Judgment.**

20 4.18 Betz re-alleges and incorporates by reference paragraphs 1.1 through
21 4.17, above, as though fully set forth herein.

1 4.19 Betz and his predecessors in interest have used and maintained the
2 Disputed Areas in an open, notorious, actual and uninterrupted, exclusive and hostile
3 manner for more than 10 years.

4 4.20 Dalessio and her predecessors in interest have not claimed any
5 ownership or possessory interest in the Betz Property or the Disputed Areas for more
6 than 10 years.

7 4.21 Pursuant to RCW 7.24 *et seq.*, Betz is entitled to Declaratory Judgment
8 finding that he is the owner of the Disputed Areas free from all claims of Dalessio or any
9 person claiming through Dalessio.

10 4.22 Pursuant to CR 57, Betz is entitled to seek a speedy hearing on this
11 claim or otherwise have the matter advanced on the calendar.

12 **F. Claim for Injunctive Relief.**

13 4.23 Betz re-alleges and incorporates by reference paragraphs 1.1 through
14 4.22, above, as though fully set forth herein.

15 4.24 Betz maintains that he owns all of the Disputed Areas.

16 4.25 Dalessio is not authorized to enter the Betz Property or the Disputed
17 Areas without permission.

18 4.26 On numerous occasions, Dalessio or persons acting under her direction
19 and control have entered on the Betz Property and the Disputed Areas without
20 permission.

1 4.27 Betz fears that Dalessio will continue to remove the improvements made
2 by Betz within the Betz Property and the Disputed Areas, may erect more fences and
3 barriers / debris on the Betz Property or within the Disputed Areas, or may otherwise
4 attempt to interfere with Betz's use of that portion of the real property.

5 4.28 Betz fears that without appropriate injunctive relief he will suffer injury
6 and damage so long as this matter is unresolved.

7 **V. RESERVATION OF RIGHTS**

8 Betz reserves the right to add additional parties to this lawsuit as well as make
9 further claims and/or amend claims set forth herein as may be warranted by discovery.

10 **VI. PRAYER FOR RELIEF**

11 WHEREFORE, Betz prays that the Court grant the following relief:

12 A. Entry of an Order quieting title to the Disputed Areas in favor of Betz;

13 B. Entry of judgment against Dalessio on Betz's claims for trespass,
14 violation of RCW 4.24.630 and violation of RCW 7.40.030, and for damages arising
15 therefrom;

16 C. Entry of a preliminary and permanent injunction precluding Dalessio
17 from entering upon the Betz Property or the Disputed Areas for any purpose and
18 ordering Dalessio to cease all activities on the Betz Property or within the Disputed
19 Areas;

20 D. Entry of a preliminary and permanent injunction compelling the
21 abatement and removal of the fences and other barriers / debris placed upon the Betz
22 Property and the Disputed Areas by Dalessio pursuant to RCW 7.40.030;

1 E. That Betz be awarded damages for the above liabilities, including treble
2 damages for Dalessio's violation of RCW 4.24.630;

3 F. For an award of attorneys' fees and other costs incurred in this action to
4 Betz pursuant to statute, and/or to the fullest extent allowed by contract, law, and
5 equity; and

6 G. Such other relief as the Court deems just and equitable.

7
8 DATED: This 18th day of June 2015.

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10 IMPACT LAW GROUP PLLC

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12 By: 

13 Jonah O. Harrison, WSBA #34576
14 Attorneys for Plaintiff David Betz
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